

November 20, 2009

TO: Mayor and Members of Council

FROM: Rashad M. Young, City Manager

SUBJECT: Items for Your Information

IFYI HIGHLIGHTS

- Contact Center Feedback
- Michaux Road Follow-up
- Police Department Mutual Aid Agreements w/ NCA&TSU and UNCG
- Five Point Benches on the Downtown Greenway

Contact Center Feedback

Attached is the weekly report generated by our Contact Center for the week of November 9 – 15, 2009.

Michaux Road Follow-up

Planning Director Dick Hails has scheduled a meeting with Mr. Jeffrey Barbour and Ms. Fran (speakers from the floor at the November 10th City Council Meeting) to discuss zoning concerns at the future development site adjoining their neighborhood off of Michaux Road.

Police Department Mutual Aid Agreements with NCA&TSU and UNCG

Council Member-Elect Vaughan inquired about the status of mutual aid agreements between the City of Greensboro's Police Department and NC A&T State University and the University of NC Greensboro. Attached are copies of both agreements.

Five Point Benches on the Downtown Greenway

In July of this year, citizen concerns were brought to City Council regarding the use of the Five Point Benches located on the Downtown Greenway. The issue revolved around illicit activities within the Phase One section, specifically around the five-point benches. The neighborhood and community were divided on the subject of removal of the benches with some of the residents on Bilbro Street, in particular, requesting that the benches be removed. Following the Council Meeting, staff surveyed the neighborhood and worked with residents to discuss options for the area. As part of our response to community concerns, the benches were removed in October with the understanding that a new location would be designated that incorporated the input of the community. Additionally, a Flash Cam (action-activated camera) was installed to deter any potential nighttime activities of the aforementioned nature and police presence was increased as well.

Dialogue about options for long term placement over the benches along the trail has continued with all interested parties. A neighborhood meeting occurred recently to finalize agreement for a new location of the benches. Dr. Anthony Wade, Human Relations and Parks and Recreation Interim Director personally met with the residents to specifically identify the desired location. This new location is within Phase One at an area that provides an additional buffer between the residents and the bench location. Staff is coordinating preparations for the installation of a pad and reinstallation of the benches. We anticipate installation in early December.

RMY/tll
Attachments

Public Affairs Department Contact Center Weekly Report

Week of 11/9/09 – 11/15/09

Contact Center

5361 calls answered this week

Top 5 calls by area

Water Resources

Balance Inquiry – 1301

Bill Extension - 173

General Info. - 167

New Sign up - 165

Request to Cut-off - 138

Field Operations

Loose leaf collection - 118

Bulk Guidelines - 63

Appliance Pick-up – 45

No Service/Green - 42

Holiday Schedule - 35

All others

Police/Watch Operations – 348

Warrants – 198

Courts/Sheriff – 148

Landfill/Transfer/HHW – 88

Online Payments - 53

Comments

We received a total of 9 comments this week:

- 7 comments for Field Operations

Customer called to get information on how to dispose of items in his mother's house. Mother recently passed away and customer was sad about having to get rid of some of her things. He was very appreciative of the information that we gave to him. At the end of the conversation he said, "Before I go, I just want to say thank you. You are part of a bigger group, and the City really does a great job. I think it's sad that some people do not appreciate the small things."

Customer called about leaves on the street instead of on the curb. Customer feels that anyone who puts leaves on the street should be charged a fine.

Email comment from customer upset about leaves in their neighborhood that are piled up in the streets. Customer said, "I think the City should make it clear what the guidelines are and start fining people who are not placing their leaves in the yard." Customer said that it is not only a safety hazard, but it also clogs drains and can affect "the water quality and quantity" if the water is able to make it to the drain.

Customer called to make a comment about the possible flooding of storm drains due to the rain and leaves being put in the street. Customer said that this has always been a problem and the City has never done anything about it. She said the City should do a better job with leaf pickup. She would rather the City cut out recycling pickup during leaf collection and increase leaf pick up. She also thinks that residents should be fined if they leave their leaves in the street because they are causing traffic hazards.

Customer called to say thank you for a job well done. This comment was regarding pine needles that were in the street on Bramlet Place. Customer was pleased with the City's response in picking up the pine needles.

Customer called to thank the City for our prompt response. He called about a tree down on Neville and Colfax Roads. In about an hour's time, someone came out to remove it.

Customer called to thank the crews for taking care of the problem he was having with his green can. He also wanted to thank the City Services Representative that assisted him. He appreciates the service he received.

- 1 comment for Guilford County

Customer upset about numbers in the phone book for the Courthouse. He feels it is poor service to have numbers in the phone book that are wrong. We explained that this is not a City function.

- 1 comment for Transportation

Customer called to report an overgrown tree in his neighborhood. He told the City Services rep. that she was a good representative of the City and that he and his neighbors are proud to live here. They also love their neighborhood. He said that Greensboro is a great city and he wishes more people would realize that the services we offer are excellent.

Overall

Although calls about loose leaf collection declined from last week, customers were still anxious to know the leaf collection schedule for their streets. Customers were also concerned that we were closed for Veterans Day but were pleased to find that we were open and taking calls.

The week was busy for us. With the exception of Veterans Day, call volume was higher during the first part of the week and remained steady for the remainder of the week.

Memorandum of Understanding Concerning Agreement for Police Cooperation and Jurisdiction

In an effort to maintain good relations and to clarify the daily working relationship between the North Carolina A & T State University Department of Police & Public Safety and the Greensboro Police Department, this Memorandum of Understanding (MOU) is intended to clarify the daily operations pursuant to the Agreement for Police Cooperation and Jurisdiction between the North Carolina A & T State University Department of Police & Public Safety and the City of Greensboro.

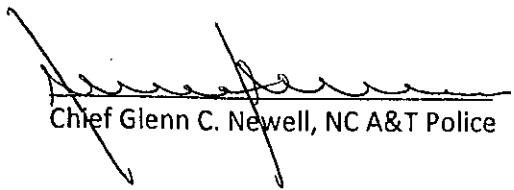
Assuming the definitions created in the Agreement, the Campus Law Enforcement Agency recognizes its primary role of providing police services to the University Community. Normal patrol duties on and in the immediate area around the campus will always be the priority of the Campus Law Enforcement Agency. The Campus Law Enforcement Agency also recognizes that the City Law Enforcement Agency has a duty to protect its territorial jurisdiction as it reflects upon its reputation as an organization.


The City Law Enforcement Agency recognizes that the University has expanded beyond what has traditionally been considered the borders of campus. The City Law Enforcement Agency further recognizes that the Campus Law Enforcement Agency, in performance of its normal patrol duties, may encounter violations of the law in areas other than immediately adjacent to the University and that having sworn law enforcement officers take action is in the interest of the citizens of Greensboro.

- In furtherance of the goals of both Agencies and in recognition of the above mentioned concerns, the Campus Law Enforcement Agency agrees to limit normal vehicle stop and field interview activities to the area within one mile of the perimeter of University property. Normal vehicle stop activities by Campus Law Enforcement Agency outside the boundary shall be limited to circumstances where failure to take action would lead to serious injury or death.
- In recognition of the need to provide a safe living environment to those students living in multi-family housing units in close proximity to campus, the Campus Law Enforcement agency will assist the City Law Enforcement Agency with calls for crimes in progress at those locations. In addition, officers of the Campus Law Enforcement Agency, in their normal traverse to and from various campus properties, will conduct periodic patrols of those multi-family housing units in close proximity to campus and take appropriate enforcement action if required. Each month, the Campus Law Enforcement Agency will provide copies of reports of any such action to the City Law Enforcement Agency.

Head of Campus Law Enforcement Agency will put into place controls within his department to ensure that the items in this MOU are followed with the understanding that failure to do so may jeopardize the good working relationship between both agencies and the original Agreement for Police Cooperation and Jurisdiction.

This the 16th of October 2009


Chief Glenn C. Newell, NC A&T Police


Chief Timothy R. Bellamy, Greensboro Police

AGREEMENT FOR POLICE COOPERATION AND JURISDICTION

This agreement is between the **North Carolina A & T State University Department of Police & Public Safety**, hereinafter referred to as "University" and the **City of Greensboro**, hereinafter referred to as "City."

WHEREAS, the University has established a law enforcement agency on the campus of the North Carolina A & T State University Department of Police & Public Safety, pursuant to North Carolina General Statute §116-40.5; and

WHEREAS, there has been a close working relationship between the University and City in the function of law enforcement, which both wish to maintain; and

WHEREAS, the University and City recognize the need of the Campus Law Enforcement Agency to have an extension of law enforcement authority beyond the boundaries of the campus; and

WHEREAS, under North Carolina General Statutes §116-40.5 and §160A-288, the University may enter into agreements that extend the law enforcement authority of campus police officers beyond the perimeter of the campus; and

WHEREAS, the University has authorized the Head of Campus Law Enforcement Agency to enter into mutual aid agreements with heads of other law enforcement agencies, and the City has authorized Head of City Law Enforcement Agency to enter into mutual aid agreements with heads of other law enforcement agencies, and

WHEREAS, Subchapter D, Article 1, section 4.111 of the Charter of the City of Greensboro authorizes the City Manager to contract for services on behalf of the City Council,

WHEREAS, Under North Carolina General Statute §116-40.5 (b), the Board of Trustees of the University has authorized the Chancellor of the University to enter into jurisdiction agreements on its behalf,

THEREFORE, in consideration of these mutual interests, the University and City have agreed that these understandings will define the working relationship between the University's Law Enforcement Agency and City's Law Enforcement Agency:

1.0 Definitions

- 1.1 "Campus" shall mean all property owned or leased by or otherwise under the control of the University within the corporate city limits.
- 1.2 "City Law Enforcement Agency" shall mean the Greensboro Police Department.
- 1.3 "Head of City Law Enforcement Agency" shall mean the Chief of Police of the City of Greensboro.


- 1.4 "Campus Law Enforcement Agency" shall mean the North Carolina A & T State University Department of Police & Public Safety.
 - 1.5 "Head of Campus Law Enforcement Agency" shall mean the Chief of the North Carolina A & T State University Department of Police & Public Safety.
 - 1.6 "Primary Responsibility" shall mean the responsibility to initiate and conclude an investigation with or without the assistance of another law enforcement agency.
 - 1.7 "Mutual Aid Agreement" shall mean an agreement to provide temporary assistance pursuant to North Carolina Statute §160A-288.
- 2.0 Responsibilities of Campus Law Enforcement Agency and City Law Enforcement Agency for Offenses Committed on the Campus.**
- 2.1 The City Law Enforcement Agency shares with the Campus Law Enforcement Agency the authority to investigate any offense on Campus.
 - 2.2 Notwithstanding the provisions of paragraph 2.1, the Campus Law Enforcement Agency maintains the authority and primary responsibility to investigate all offenses committed on Campus.
 - 2.3 Notwithstanding the responsibilities described in Paragraph 2.2, the Head of Campus Law Enforcement Agency, at his discretion, may request the assistance of the City Law Enforcement Agency in investigating any offense committed on the Campus. The Head of Campus Law Enforcement Agency or his designate shall, as soon as practical, notify the Head of City Law Enforcement Agency or his designate as to any occurrence of the Part I offense of Homicide. In such instances, the Head of Campus Law Enforcement Agency will request that the City Law Enforcement Agency lead a joint investigation of the case. The City Law Enforcement Agency will have primary investigative responsibility for the case with the Campus Law Enforcement Agency actively assisting in the investigative process. This provision has no effect on the obligation of the Campus Law Enforcement Agency to notify the State Bureau of Investigation in certain situations.
- 3.0 Extension of Authority of Campus Law Enforcement Agency Beyond Campus**
- 3.1 The Campus Law Enforcement Agency will have primary authority for investigation as described in Paragraph 2.2 although such investigation may require that officers of the Campus Law Enforcement Agency make inquiries and arrests beyond the perimeter of Campus in the following cases:
 - An offense committed on Campus for which the alleged perpetrator or suspect is no longer present on campus, whether or not officers are in active and immediate pursuit;
 - An offense alleged to have been committed by a University student in certain off-campus buildings occupied by students by virtue of their association with an

organization given formal recognition by the Student Government or the University Administration.

- 3.2 While on duty, Officers of the Campus Law Enforcement Agency will have full police authority beyond the Campus and within the Corporate Limits of the City of Greensboro.
 - 3.3 Notwithstanding the primary responsibilities described in Paragraph 2.3, the Head of City Law Enforcement Agency, at his discretion, may request that the Campus Law Enforcement Agency assume full responsibility for investigation of any offense, and the Campus Law Enforcement Agency may, at the discretion of its Head, accept such responsibility.
 - 3.4 There is no assumption of liability on the part of the City for actions taken by officers of the Campus Law Enforcement Agency when those officers are acting as Campus Law Enforcement officers pursuant to the jurisdiction extension within this agreement, nor does the University assume liability for actions taken by officers of the City under this agreement.
- 4.0 Authorization For Mutual Aid Agreements**
- 4.1 As necessary and appropriate, the Head of Campus Law Enforcement Agency will enter into mutual aid agreements with the Head of City Law Enforcement Agency in accord with North Carolina General Statute §160A-288.
- 5.0 Terms and Amendments**
- 5.1 Effective date for this Agreement shall be the last date of signature below. It shall run continuously without necessity for renewal.
 - 5.2 This Agreement shall supersede any previous Agreements concerning Police Cooperation and Mutual Aid.
 - 5.3 Either party upon written notice to the other may terminate this agreement.
 - 5.4 Amendments will be made to this Agreement upon the written concurrence of both parties.

IN WITNESS THEREOF, the parties hereunto agree.

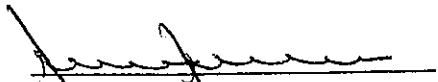
NORTH CAROLINA A&T STATE UNIVERSITY:



Dr. Harold L. Martin, Sr.
Chancellor

10/19/09

Date

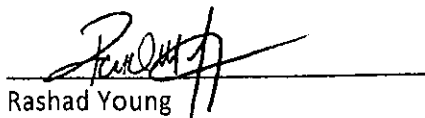


Glenn C. Newell
Chief of Police

10/16/09

Date

CITY OF GREENSBORO, NORTH CAROLINA:



Rashad Young
City Manager

10/22/09

Date



Timothy R. Bellamy
Chief of Police

10/22/2009

Date

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WHEREAS, there has been a close working relationship between the University and City in the function of law enforcement, which both wish to maintain; and

WHEREAS, the University and City recognize the need of the Campus Law Enforcement Agency to have an extension of law enforcement authority beyond the boundaries of the campus; and

WHEREAS, under North Carolina General Statutes §116-40.5 and §160A-288, the University may enter into agreements that extend the law enforcement authority of campus police officers beyond the perimeter of the campus; and

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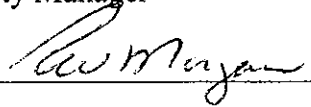
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For and on behalf of
The City of Greensboro:

Robert Morgan,
Interim City Manager



Date 7-31-09

For and on behalf of
The University of North
Carolina at Greensboro:

Linda P. Brady,
Chancellor



Date July 8, 2009

*Approved. 7.31.09
Maurice A. Caun
Police Attorney*